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8 **UNITED STATES DISTRICT COURT**

9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10

11 CATALINA YACHTS, INC., a  
California Corporation,

12 Plaintiff,

13 v.

14 SHARON DAY, an individual;  
15 GERARD DOUGLAS, an individual;  
16 and DOES 1 through 10, inclusive,

17 Defendants

18 GERARD DOUGLAS,

19 Plaintiff

20 v.

21 Defendant

22 and

23 SHARON DAY,

24 Counterclaim Plaintiff,

25 v.

26 CATALINA YACHTS, INC.,

27 Case No. 2:25-CV-04090-SVW-RAO

28 Assigned to The Hon. Stephen V.  
Wilson

**STATEMENT OF  
UNCONTROVERTED FACTS  
FILED IN SUPPORT OF  
DEFENDANT/COUNTERCLAIM  
PLAINTIFF SHARON DAY'S  
MOTION FOR PARTIAL  
SUMMARY JUDGMENT**

Date: January 26, 2026

Time: 1:30 p.m.

Courtroom 10A

Action Filed: May 7, 2025

Trial Date: February 17, 2026

1 a California Corporation,  
2 Counterclaim Defendant.  
3  
4

5 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

6 Defendant/Counter-Plaintiff Sharon Day (“Ms. Day”), pursuant to FRCP 56  
7 and Local Rule 56-1, by and through her undersigned counsel, hereby submits the  
8 following Statement of Uncontroverted Facts filed in support of her Motion for  
9 Partial Summary Judgment against Plaintiff/Counter-Defendant Catalina Yachts,  
10 Inc. (“Catalina”):

<u>MOVING PARTY'S UNCONTROVERTED FACTS</u>	<u>MOVING PARTY'S SUPPORTING EVIDENCE</u>
The parties do not dispute the existence of a valid and enforceable contract.	Catalina Yachts, Inc.'s Complaint (“ <u>Complaint</u> ”) ¶ 1, lines 19-26; Answer and Counterclaims of Defendant Sharon Day (Doc. 46), ¶ 1.
On or about November 18, 2002, Ms. Day, Catalina, Frank Butler (as President and individually), and Jean Butler (individually) executed the Agreement.	Berman Decl., Ex. 7.
The Agreement states that Ms. Day “shall earn the Bonus if [she] continues to work full-time for Catalina until the earlier of: (i) the sale of Catalina; or (ii) seven and one-half (7-1/2) years from	Berman Decl., Ex. 7, § 1.1.

1	the date of execution of this 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Agreement,” and defines “Sale of Catalina” to include “sale of the Butlers’ stock or sale of all of Catalina’s assets.”
5	The Agreement states that Catalina will 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	Berman Decl., Ex. 7, §§ 1.5, 1.6.
12	“Bonus” is “additional compensation 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	equal to five percent (5%) of the: (i) net sales price; or (ii) value of Catalina, whichever is appropriate,” with a “Minimum Bonus” of “no less than one million (\$1,000,000)” “if all conditions of [the] Agreement are satisfied.”
19	Ms. Day worked for Catalina 20 21 22 23 24 25 26 27 28	continuously from the execution of the Agreement until her retirement in 2024.
22	Ms. Day’s right to a bonus vested on or about May 18, 2010.	Berman Decl., Ex. 1, 47:9-13.
24	Catalina testified that “for sure [Ms. Day has] reached [the Agreement’s ‘when bonus is earned’ requirements] because	Berman Decl., Ex. 1, 49:6-12.
26		Berman Decl., Ex. 1, 49:6-12.

1	she worked over the seven and a half 2 years...”	
3	The first sale of assets occurred in 4 November 2020, when Catalina sold 5 certain property located in Pinellas 6 County, Florida, to Generation Church 7 of Tampa Bay, Inc. for approximately 8 \$1,000,000.00.	Berman Decl., Ex. 2.
9	The second sale of assets occurred in 10 July 2024, when Catalina, for no 11 consideration, transferred certain 12 property located in Pinellas County, 13 Florida, to Catalina Investments, LLC, a 14 newly created entity controlled by the 15 shareholders of Catalina, who then sold 16 that property to Prometheus Maritime 17 Properties for approximately 18 \$12,500,000.00, without using any of 19 the sale proceeds to support necessary 20 operations and without providing for 21 payment to outstanding creditors 22 including Ms. Day.	Berman Decl., Ex. 3; Berman Decl. Ex. 6, 30:25-32:5.
23	The third sale of assets occurred in April 24 2025, when Catalina entered into an 25 Asset Purchase Agreement (the “ <u>APA</u> ”) 26 with Michael Reardon (the “ <u>Buyer</u> ”) for 27 the sale of Catalina’s assets in exchange	Berman Dec., Ex. 4.

1	for a \$1,000,000.00 promissory note and 2 the assumption of approximately 3 \$1,425,000.00 in liabilities.	
4	The APA provided that the Buyer “does 5 not assume any liability under any 6 agreements between [Catalina] and 7 Sharon Day,” reflecting Catalina’s 8 retention of the obligation.	Berman Dec., Ex. 4.
9	Michael Reardon declared that, prior to 10 consummation of the transaction, “Mr. 11 Berney and [Catalina’s President] told 12 me clearly Catalina was aware of and 13 would pay the obligation to Ms. Day and 14 that [Reardon] would not be responsible 15 for it.”	Berman Dec., Ex. 5, ¶ 8.
16	Catalina testified that “the way [the 17 Agreement] is written up is a little 18 unclear in certain areas.”	Berman Dec., Ex. 1, 49:16-20.
19	Catalina testified that in a scenario 20 where Catalina sells its assets without 21 the Butlers selling their shares, the 22 timing of Ms. Day’s Bonus payment is 23 “part of the confusing part about the 24 document.”	Berman Dec., Ex. 1, 51:8-19.

1 Dated: December 22, 2025

SHUMAKER, LOOP & KENDRICK,  
2 LLP  
3 Steven M. Berman

4 By: */s/ Steven M. Berman*

5 Steven M. Berman  
6 Attorney for SHARON DAY

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